

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
DBE Detailed Plan/SUBCONTRACT REQUEST

PROJECT CODE NO: 03-0747

DBE Firm/Subcontract #: 1

TO:

Rick Stansel

Executive Director Division of Contract Procurement

FROM:

SCOTT'S CONTRACTING & STONE, LLC

Prime Contractor

SUBJECT:

GRAYSON

County

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:

CONTRACTOR'S CORPORATION

of BOWLING GREEN, KY

DBE Employer Identification Numbers:

Federal

61-1337329

Contract

Total Specialty Item

\$61,089.50

The amount to be subcontracted by this request is

DBE

\$176,054.46

or

\$188,663.71

or

2.64% of the

(original contract) or a subcontract amount of

\$

7,200,952.91

Contract

\$7,139,863.41

spec. items

Specialty Items Subcontracted

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount

DBE %

Contract "Worth"

Amount

Contract %

Totals based on original contract amounts

\$176,054.46

2.44%

\$188,663.71

2.64%

This section applicable if DBE firm is also a Subcontractor of work on Project.

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number C2067775372 with

CNA INSURANCE

which expires on

March 22, 2004

Name of Insurance Company

Date

*J. Kevin Westray*  
Prime Contractor's Signature

12-15-03

Date

Recommended by Office of Minority Affairs Signatory

Date Recommended by Office of Minority Affairs

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35 DBE  
Rev. 06/11/02

Page 3 of 4

Project Code Number (PCN): 03-0747 DBE Firm CONTRACTOR'S CORP.

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item is "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
A055	66	SEEDING & PROTECTION	SM	144,787.0000	\$0.25	\$36,196.75	144,787.0000	\$0.25	\$36,196.75
A056	67	TEMP SEEDING & PROTECTION	SM	7,483.0000	\$0.25	\$1,870.75	7,483.0000	\$0.25	\$1,870.75
A057	68	SPECIAL SEEDING CROWN VETCH	SM	57,240.0000	\$0.28	\$16,027.20	57,240.0000	\$0.28	\$16,027.20
A058	69	SODDING	SM	586.5000	\$4.00	\$2,346.00	586.5000	\$4.00	\$2,346.00
A059	70	TOPDRESSING FERTILIZER	MT	8.4000	\$350.00	\$2,940.00	8.4000	\$350.00	\$2,940.00
A060	71	EROSION CONTROL BLANKET	SM	17,723.0000	\$1.37	\$24,280.51	17,723.0000	\$1.37	\$24,280.51
A071	82	R/W MARKER RURAL TY 1	EA	51.000000	\$65.00	\$3,315.00	51.000000	\$65.00	\$3,315.00
A072	83	FENCE-WOVEN WIRE TY 1	MT	8,135.000000	\$12.50	\$101,687.50	8,135.000000	\$10.95	\$89,078.25

Comments:

Page Total \$188,663.71

\$176,054.46

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35DBE  
Rev. 06/11/02

PROJECT CODE NO :  
DBE Firm/Subcontract # :

03-0747

TO :

Rick Stansel

Executive Director Division of Contract Procurement

FROM :

SCOTT'S CONTRACTING & STONE, LLC  
Prime Contractor

SUBJECT :

GRAYSON

County

STPR 5374(8), FD52 043 259A 000-001

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:  
CONTRACTOR'S CORPORATION

of BOWLING GREEN, KY

DBE Employer Identification Numbers:

Federal 61-1337329 KY 153907

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DBE \$188,663.71 or 2.62%

(original contract ) or a subcontract amount of

\$ 7,200,952.91

Specialty Items Subcontracted

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount

DBE %

Contract "Worth"

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Totals based on original contract amounts

\$188,663.71

2.62%

\$188,663.71

2.64%

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Recommended by Office of Minority Affairs Signature

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**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**DBE Detailed Plan/SUBCONTRACT REQUEST**

TC 63-35 DBE  
 Rev. 04/16/02

Page 2 of 4

Project Code Number (PCN) 03-0747 Prime SCOTTY'S CONTRACTING DBE Firm CONTRACTOR'S COR.

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**DBE Participation Non-Pay Estimates Work Items**

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments
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N/A

**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**DBE Detailed Plan/SUBCONTRACT REQUEST**

TC 63-35 DBE  
 Rev. 06/11/02

Page 3 of 4

Project Code Number (PCN): **03-0747** DBE Firm **CONTRACTOR'S CORPO.**

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*Incorrect amount -  
 See memo + Fax letter  
 from contractor*

**VOID**

Comments:

Page Total **\$188,663.71**

**\$188,663.71**

## SUBCONTRACT AGREEMENT

THIS AGREEMENT made this 18TH day of NOVEMBER, 2003 by and between CONTRACTOR'S CORPORATION  
a corporation organized under the laws of the State of KENTUCKY and having a principal place of business at BOWLING GREEN, KY  
hereinafter called the Subcontractor, and SCOTTY'S CONTRACTING & STONE, LLC hereinafter called the Contractor,  
WITNESSETH:

The Subcontractor agrees to furnish all necessary materials and/or to furnish all labor, machinery, equipment, tools and supplies necessary to  
perform, and to perform all work set forth in the following paragraph in the construction of ITEMS ATTACHED for  
KY DEPT OF TRANSPORTATION hereinafter called the Owner, at GRAYSON CO. STPR 5374(8)

in accordance with the terms and provision of the contract between the Owner and the Contractor, including all the general and special conditions,  
plans and specifications and other documents forming or by reference made a part of the contract between the Contractor and the Owner, all of  
which shall be considered part of this subcontract by reference thereto, and the Subcontractor agrees to be bound tot he Contractor and the Owner  
by the terms and provisions thereof and by the terms and conditions on the back of this form which are incorporated herein and made a part hereof.

### A. ITEMS TO BE DEDUCTED FROM PARTIAL PAYMENTS

1. Prorata Share of Bond Premium

☒ YES

NO

2. KAHC Dues

☒ YES

NO

3. Plantmix Association

YES

NO

Signed before me by J. KEVIN WESTRAY

on 11-18-03

Shelbourn Potter  
NOTARY PUBLIC

My Commission Expires 1-12-07

Signed before me by Jackie Reynolds

on 11-18-03

Shelbourn Potter  
NOTARY PUBLIC

My Commission Expires 1-12-07

Unless a lump sum price is to be paid for the foregoing work and is clearly so state, quantities referred to above are understood to be estimates  
only. The quantities for which payment shall be made shall be the quantities for which payment is received by the Contractor from the Owner.  
Payments shall be made as and when received from the Owner for the work performed by the Subcontractor, including retained monies applicable to  
such work. All work shall be subject to approval of and acceptance by the Contractor and the Owner and no payment on account shall operate as  
an approval and acceptance of work done or materials furnished, or any part thereof.

The Contractor may deduct from any amount due or to become due to the Subcontractor any sum or sums owing by the Subcontractor to the  
contractor; and in the event of any breach by the Subcontractor of any provision or obligation of this Subcontract or in the event of the assertion by  
other parties of any claim or lien against the contractor or the Owner arising out of the Subcontractor's performance of this Contract, or failure to  
pay for labor and materials used thereby hereunder, the Contractor shall have the right to retain out of any payments due or to become due to the  
Subcontractor an amount sufficient to protect the Contractor and the owner from any and all loss, damage or expense therefrom and to discharge  
all lienable claims until the situation has been satisfactorily remedied or adjusted by the Subcontractor.

Work shall be commenced by the Subcontractor not later than five (5) days after notice from the Contractor and shall be completed on or before  
\_\_\_\_\_ and upon failure so to do the Subcontractor shall pay to the Contractor all damages it may sustain by reason of such  
failure.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract by their proper officers hereunto duly authorized.

SCOTTY'S CONTRACTING & STONE LLC

By J. Kevin Westray

CONTRACTOR'S CORPORATION

Jackie Reynolds  
Subcontractor

## TERMS AND CONDITIONS

1. The Contractor reserves the right to make changes in material to be furnished or work to be performed under this Subcontract, or additions thereto or omissions therefrom, upon written order to the Subcontractor. Any additions or reductions to be made to or from the amount of the contract price resulting from changes in work or materials furnished shall be agreed upon in writing by the parties hereto, such agreement not being valid unless signed by an officer of the Contractor. In case of disagreement between the parties hereto as to additions or reductions, the same shall be determined by the Owner's Engineer by certificate in writing. No addition or reduction in contract price shall be binding upon the Contractor unless agreed upon in writing or determined by the Owner's Engineer as herein before provided for.

2. Any and all liquidated damages which may be assessed against the contractor by the Owner by reason of delay in completion of the contract caused by the failure of the Subcontractor to complete its portion of the work within the period state in the Subcontract shall be paid by the Subcontractor to the Contractor. The payment of such damages shall not release the Subcontractor from its obligations otherwise fully to perform this Subcontract and to pay all damages the Contractor may sustain for its failure to so perform this Subcontract. No allowance of an extension of time, for any cause whatever, shall be claimed by the Subcontractor or be made to it, unless the Subcontractor shall have made written request upon the Contractor for such extension, within forty-eight hours after the cause of such extension occurred, and unless the Contractor and Subcontractor have agreed in writing upon the allowance of additional time to be made. If such extension of time is requested and the Contractor and Subcontractor cannot agree thereon, the Owner's Engineer shall determine by certificate in writing what, if any, extension of time shall be allowed.

3. The Subcontractor shall furnish all materials, labor, tools, equipment and supplies necessary for the performance of this contract as specifically herein provided, and in a proper efficient and workmanlike manner. The Subcontractor shall furnish materials and prosecute the work undertaken at the times herein provided for and otherwise in a prompt and diligent manner and so as to promote the general progress of the entire construction, and shall not, by delay or otherwise interfere with or hinder the work of the Contractor, or any other Subcontractor.

In the event the Subcontractor fails to comply or becomes disabled from complying with the provisions herein as to character and time of performance, and the failure is not corrected within five days after written request by the Contractor to the Subcontractor, the Contractor may, without prejudice to any other any other right or remedy take possession of the premises and all materials, machinery, equipment, tools and supplies thereon and complete the performance of the Subcontract, at the expense of the Subcontractor, or the Contractor may, without taking over the work, furnish the necessary materials and/or employ the workmen necessary to remedy the situation, at the expense of the Subcontractor.

It is agreed that the Subcontractor shall be considered as disabled from so complying whenever a petition in Bankruptcy or for the appointment of a Receiver is filed against it.

4. If requested by the Contractor, the Subcontractor shall furnish receipts for payment of labor and materials and other leinable claims before payments shall be made hereunder; and before final payment is made the Subcontractor shall furnish the Contractor on its request with satisfactory evidence that all such claims have been paid or adequately provided for.

5. The Subcontractor shall provide and maintain compensation insurance for the protection of his employees, as required by law of an employer and as will protect the Subcontractor from loss or damage because of personal injuries including death, to his employees, or any of them; and the Subcontractor shall provide and maintain public liability and property damage insurance as follow in companies acceptable to the Contractor:

Construction Public Liability - \$1,000,000

Property Damage - \$1,000,000

Automotive Public Liability - \$500,000/1,000,000

Automotive Property Damage - \$500,000/1,000,000

The Subcontractor shall furnish the Contractor with satisfactory evidence that such insurance is provided and in full force and effect before starting work and at any other time when requested by the Contractor.

6. The Subcontractor further specifically obligates itself to the Contractor in the following respects to-wit; (1) To indemnify the contractor against and save it harmless from any and all claims, suites, liability, expense or damage for any alleged or actual infringement or violation of any patent or patent right, arising in connection with this Subcontract and anything done thereunder; (b) To indemnify the Contractor against and save it harmless from any and all claims, suites or liability for injuries to property, injuries to persons including death and from any other claims, suits or liability, on account of any act or omission of the Subcontractor, or any of its officers, agents, employees or servants; (c) To pay for all materials furnished and work and labor performed under this Subcontract, and to satisfy the Contractor or liens therefor, by others than the Subcontractor; (d) To obtain and pay for all permits, licenses and official inspections made necessary by its work, and to comply with all laws, ordinances and regulations bearing on his work and the conduct thereof; (e) The Subcontractor warrants and guarantees the work and materials covered by this Subcontract and agrees to make good, at its own expense, any defect in materials or workmanship which may occur or develop prior to the Contractor's release from responsibility to the Owner therefor; (f) The Subcontractor assumes toward the contractor all the obligations and responsibilities that the Contractor assumes toward the owner, as set forth in the Contract, General and Special Conditions, Drawings, Specifications and other Documents hereinabove referred to, insofar as applicable, generally or specifically, to the materials to be furnished and the work to be performed under this Subcontract.

And the Subcontractor shall indemnify the Contractor and the Owner against, and save them harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this contract.

7. The Subcontractor specifically agrees that it is, or prior to the start of work hereunder will become, an Independent Contractor and an employing unit subject as an employer, to all applicable Unemployment Compensation Statutes so as to relieve the Contractor of any responsibility or liability for treating Subcontractors' employees of the Subcontractor, including a sum equal to benefits paid to those who were Subcontractor's employees, where such benefit payments are charged to the Contractor under any Merit Plan or to its individual Reserve Account pursuant to any state Unemployment Compensation Statute.

The Subcontractor further agrees as regards, (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment, (b) the hire, tenure or conditions or employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection and/or deduction of Federal, State and Municipal taxes and contributions, that the Subcontractor will keep and have available all necessary records and make all payments, reports, collections and deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws, ordinances and regulations in regard to any and all said matters insofar as they affect or involve the Subcontractor's performance of this Contract, also as to fully relieve Contractor from and protect it against any and all responsibility or liability therefor or in regard thereto.

8. The Subcontractor shall not assign or sublet this Contract or any part hereof or any monies to become due thereunder without the written consent of the Contractor.

STPR 5374(8), FD52 043 259A 000-000

Subcontractor CONTRACTOR'S CORPORATION

[illegible]



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/12/03

PRODUCER (270)781-6200 FAX (270)781-3532  
Center of Insurance  
1750 Scottsville Road Suite 3  
PO Box 1077  
Bowling Green, KY 42102-1077

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Contractors Corporation  
267 N. Graham St.  
Bowling Green, KY 42101

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: CNA Insurance Company

INSURER B: KY Associated General Contract

0033

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	C2067775372	03/22/2003	03/22/2004	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	C2067775386	03/22/2003	03/22/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7501	01/01/2003	12/31/2003	WC STATU-TORY LIMITS OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

Scotty's Contracting  
P O Box 4500  
Bowling Green, KY 42102-4500

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David Sears



SCOTTY'S CONTRACTING  
& STONE, LLC

January 5, 2004

Mr. Rick Stansel, Director  
Division of Contract Procurement  
Transportation Cabinet  
9<sup>th</sup> Floor, State Office Building  
Frankfort, KY 40622

RE: Grayson Co. STPR 5374(8)  
PCN 03-0747

Dear Mr. Stansel:

After reviewing our General DBE Participation Plan on the above referenced project, item #83 Fence-Woven Wire TY 1, the DBE Unit Price for this item should be \$10.95 per meter versus \$12.50 per meter.

Thank you in advance for your attention in this matter.

Respectfully submitted,

  
J. Kevin Westray  
President & Chief Executive Officer

**Scotty's Contracting & Stone LLC**  
P.O. Box 4500 Bowling Green, KY 42101  
Phone: (270) 781-3998 Fax: (270) 781-3690



# Fax

To: Rick Stansel From: Debbie  
Fax: \_\_\_\_\_ Pages: 2  
Phone: \_\_\_\_\_ Date: 1-6-04  
Re: \_\_\_\_\_ CC: \_\_\_\_\_

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Mr. Stansel -  
Hope this is OK. If you need  
anything else, please call.  
Sorry for the inconvenience.  
Thanks,  
Debbie

The information contained in this facsimile message is confidential and intended only for the personal use of the person named above as addressee. If the reader of this message is not the intended recipient, employee or agent responsible for delivering this to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. It may be a violation of the confidentiality sections of the U.S. Internal Revenue Code and/or State statutes, and could subject you to legal action. If you have received this communication in error, please notify us by phone (collect) at one of the numbers listed above and return the original to us at the corresponding address. THANK YOU. Scotty's Contracting & Stone, an equal opportunity employer.



Maxwell C. Bailey  
Secretary of Transportation

Commonwealth of Kentucky  
**Transportation Cabinet**  
Frankfort, Kentucky 40622

Ernie Fletcher  
Governor

**MEMO**

Date: January 9, 2004

To: Bob Lewis  
Division of Construction

From: Rick Stansel *RS*  
Division of Contract Procurement

Re: Grayson County - PCN 030747  
STPR 5374 (8)  
Scotty's Contracting & Stone, Inc.

Accompanying this memo is your copy of the Detailed Plan/Subcontract Requests, Sub-Contract Agreements and Certificates of Insurance for this project. The established goal for this project was 4%. Contract Procurement has reviewed and approved 4.36%. A work order was issued for this project on January 6, 2004.

CC: Dexter Newman  
Arthur McKee